

Re 103654085 01-10-13

01/10/2013

Form PTO-1594 (Rev. 10-16-2011)
OMB Collection 061



103654085

IM COVER SHEET

TRADEMARKS ONLY



02/11/2013



103655127

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ARCHIE COMIC PUBLICATIONS, INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) New York

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11-28-12

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The First Bank of Greenwich

Street Address: 444 East Putnam Avenue

City: Greenwich

State: Connecticut

Country: USA Zip: 06830

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Connecticut
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto and made a part hereof.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Margaret E. Conboy, Esq.

Internal Address: _____

Whitman Breed Abbott & Morgan LLC

Street Address: 500 West Putnam Avenue

City: Greenwich

State: Connecticut Zip: 06830

Phone Number: 203-862-2412

Docket Number: _____

Email Address: mconboy@wbam.com

6. Total number of applications and registrations involved:

126

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$3,165.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

01/11/2013 KNGUYEN1 00000041 880946

01 FC:8521

Deposit Account Number _____

40.00 OP
2125.00 OP

Authorized User Name _____

9. Signature:

Margaret E. Conboy
Signature
Margaret E. Conboy, Esq.

11/3/13
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004971 FRAME: 0045

SCHEDULE A

Trademark:	Registration #:	Serial #:
1. BETTY AND VERONICA	880946	
2. JOSIE AND THE PUSSYCATS	903906	
3. REGGIE AND ME	870122	
4. MISCELLANEOUS DESIGN	1470650	
5. MISCELLANEOUS DESIGN	1476825	
6. MISCELLANEOUS DESIGN	1488407	
7. MISCELLANEOUS DESIGN	1629234	
8. MISCELLANEOUS DESIGN	1965425	
9. MISCELLANEOUS DESIGN	1966657	
10. MISCELLANEOUS DESIGN	1965427	
11. MISCELLANEOUS DESIGN	1965428	
12. MISCELLANEOUS DESIGN	1966661	
13. MISCELLANEOUS DESIGN		85027585
14. ARCHIE	909609	
15. ARCHIE	1595220	
16. ARCHIE AND DESIGN	1966659	
17. ARCHIE		77826735
18. ARCHIE ANDREWS		77818389
19. ARCHIE BABIES		77824810
20. ARCHIE COMICS (Stylized Letters)	403372	
21. ARCHIE SUPER TEENS		77824817
22. ARCHIE'S GIRLS BETTY AND VERONICA (Stylized Letters)	598225	
23. ARCHIE'S MAD HOUSE		77824850
24. B&V	3323418	
25. BETTY AND DESIGN	1964080	
26. BETTY	2149569	
27. BETTY		85320774
28. BETTY AND ME	4210355	
29. BETTY AND VERONICA DESIGN	1965426	
30. BETTY AND VERONICA		77826789
31. BETTY AND VERONICA DESIGN		77826797
32. BETTY COOPER		77818421
33. BLUE RIBBON		85214918
34. CAPTAIN HERO		77824893
35. CHERYL BLOSSOM	2149568	
36. CHERYL BLOSSOM		77824763
37. CHUCK CLAYTON		77817593
38. COSMO THE MERRY MARTIAN		77824677
39. DILTON	1602179	
40. DOTTY AND DITTO		77824784
41. FIESTA	1768556	

SCHEDULE A

Trademark:	Registration #:	Serial #:
42. FIREBALL	1734032	
43. GINGER	4214318	
44. HANGMAN	1805250	
45. HILDA	1601650	
46. HOT DOG	1611189	
47. JACKPOT		85214903
48. JOSIE	2152642	
49. JOSIE AND THE PUSSYCATS		85320790
50. JUGHEAD	570560	
51. JUGHEAD	1791599	
52. JUGHEAD AND DESIGN	1966660	
53. JUGHEAD		77826767
54. JUGHEAD JONES		77817609
55. KATY KEENE	1433855	
56. KATY KEENE		77824667
57. KATY KEENE		85320801
58. KEVIN KELLER		85166180
59. KEVIN KELLER		85320763
60. LAUGH	563923	
61. LI'L JINX		77824719
62. LITTLE ARCHIE	1433856	
63. LITTLE ARCHIE	4226017	
64. MADHOUSE	905554	
65. MISS GRUNDY	1586716	
66. MLJ	4218566	
67. MORE SEYMOUR	4222214	
68. MR. JUSTICE		77902916
69. MR. WEATHERBEE	1586715	
70. NEW CRUSADERS		85442547
71. PAT THE BRAT		77824740
72. PEP	431459	
73. PEP		85214937
74. PEP COMICS	379590	
75. PIPSQUEAK	4164915	
76. POP TATE	1613776	
77. PUREHEART THE POWERFUL		77824880
78. RAJ PATEL AND DESIGN	4115419	
79. RED CIRCLE	2903766	
80. RED CIRCLE STUDIOS		77967400
81. REGGIE		77826773
82. REGGIE MANTLE		77817632
83. RIVERDALE PRODUCTIONS	2614519	

SCHEDULE A

Trademark:	Registration #:	Serial #:
84. RIVERDALE RECORDS	2614470	
85. SABRINA	2152643	
86. SABRINA		85320811
87. SABRINA THE ANIMATED SERIES	2677720	
88. SABRINA THE TEEN-AGE WITCH	1165532	
89. SABRINA THE TEENAGE WITCH	2219622	
90. SABRINA THE TEENAGE WITCH	2775903	
91. SABRINA THE TEENAGE WITCH	2272751	
92. SABRINA THE TEENAGE WITCH	2149484	
93. SABRINA THE TEENAGE WITCH AND DESIGN	2208755	
94. SAM HILL		85043902
95. SAM HILL PRIVATE EYE		77824753
96. SEYMOUR MY SON		77824778
97. STEEL STERLING	1432942	
98. SUPER DUCK		77824681
99. SUZIE		77824688
100. THAT WILKIN BOY		77824791
101. THE ARCHIES	937823	
102. THE ARCHIES	1817802	
103. THE ARCHIES		77824835
104. THE BLACK HOOD	1285244	
105. THE BLACK HOOD	1783415	
106. THE BLACK HOOD		85043892
107. THE COMET	145266	
108. THE FLY	1285235	
109. THE FLY	1749381	
110. THE JAGUAR	1441173	
111. THE MIGHTY CRUSADERS	1285236	
112. THE NEW ARCHIES	1542480	
113. THE SHIELD	1287915	
114. THE SHIELD	1747776	
115. THE WEB	1766683	
116. TOP-NOTCH		85214932
117. VERONICA	1564500	
118. VERONICA AND DESIGN	1966658	
119. VERONICA		77826780
120. VERONICA		85320819
121. VERONICA LODGE		77817648
122. WILBUR		77824779
123. YOUNG DR. MASTERS		77824805
124. YOUNG SALEM		77824845

SCHEDULE A

Trademark:	Registration #:	Serial #:
125. ZELDA	1601649	
126. ZIP		85214908

**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (together with all amendments, restatements, supplements and modifications, if any, from time to time hereto, this ("Agreement")), dated as of 11-28, 2012 is made by ARCHIE COMIC PUBLICATIONS, INC., having an address at 325 EAGLE HILL AVE MAAMONEN N.Y., a New York corporation ("Grantor"), in favor of THE FIRST BANK OF GREENWICH, having an address at 444 East Putnam Avenue, Cos Cob, Connecticut 06807 ("Lender").

INTRODUCTION

Pursuant to that certain Loan Agreement and Line of Credit Agreement dated as of the date hereof by and among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, (collectively, the "Agreements"), the Lender has, subject to certain terms and conditions, agreed to make certain loans (the "Loans") to Grantor. To induce Lender enter into the Agreement and other Loan Documents (as defined in the Agreements) and to induce Lender to make the Loans as provided for in the Agreements, Grantor has agreed to grant a continuing security interest in the Collateral to secure the Obligations pursuant to the terms of the Security Agreement between Grantor and Lender for a loan in the original principal amount of \$500,000 and the Security Agreement between the Grantor and Lender for a line of credit in the original principal amount of \$250,000, both of this date (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively, the "Security Agreements") and certain other Loan Documents, including, without limitation, this Agreement. The parties now desire to grant to Lender a continuing security interest in the Intellectual Property Collateral (as defined below) owned by Grantor to secure the Obligations set forth in the Loan Documents for said \$500,000 loan and said \$250,000 line of credit, including but not limited to the Notes, Security Agreements, Agreements and Financing Statements. This Introduction shall be construed as part of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreements shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

-
- (a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to **Schedule I** hereto;
 - (b) all of Grantor's Trademarks, including those referred to in Part B to **Schedule I** hereto;
 - (c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to **Schedule I** hereto;

(d) all registrations for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person (as defined in the Security Agreement) from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark, or (D) injury to the goodwill associated with any Trademark, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement, Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the UCC, may take such action permitted under the Security Agreement or permitted by law, in its absolute discretion, to foreclose upon the Intellectual Property Collateral covered hereby.

5. Acknowledgment. Grantor expressly acknowledges that, upon an event of default under the Transaction Documents, this Agreement shall be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.

Grantor

ARCHIE COMIC PUBLICATIONS, INC.
a New York corporation

By: 

Name: Tom Cook

Title: Co-CEO

Lender

THE FIRST BANK OF GREENWICH

By: 

Name: Robert M. Johnson

Title:

ACKNOWLEDGMENT

New York
STATE OF ~~CONNECTICUT~~)
Westchester) ss:
COUNTY OF ~~FAIRFIELD~~)

BE IT REMEMBERED, that on this *28* day of *November*, 2012, before me, the subscriber, , personally appeared *Jon Goldwater* of ARCHIE COMIC PUBLICATIONS, INC. , a New York corporation, who, I am satisfied is the person who executed the foregoing Instrument on behalf of said corporation, and who thereupon acknowledged that he signed and delivered said Instrument as member, and that said Instrument is the voluntary act and deed of said corporation.

DEBORAH J. MONSERRATE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6057563
Qualified in Putnam County
My Commission Expires *4-23-15*

[Signature]
Notary Public
My Commission Expires: *4-23-15*
Commissioner of the Superior Court

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss: *Greenwich*
COUNTY OF FAIRFIELD)

BE IT REMEMBERED, that on this *28th* day of *November*, 2012, before me, the subscriber, , personally appeared *Robert Schwab* of THE FIRST BANK OF GREENWICH. , who, I am satisfied is the person who executed the foregoing Instrument on behalf of said corporation, and who thereupon acknowledged that he signed and delivered said Instrument as member, and that said Instrument is the voluntary act and deed of said corporation.

[Signature]
Notary Public
My Commission Expires: _____
Commissioner of the Superior Court

SCHEDULE I

to

PATENT,

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PART A: PATENTS

PART B: TRADEMARKS/SERVICE MARK

PART C: COPYRIGHTS

PART A, SCHEDULE I
PATENTS

N/A

PART B, SCHEDULE I
TRADEMARKS/SERVICE MARKS

Trademark:	Registration #:	Serial #:
1. BETTY AND VERONICA	880946	
2. JOSIE AND THE PUSSYCATS	903906	
3. REGGIE AND ME	870122	
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14. ARCHIE	909609	
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16. ARCHIE AND DESIGN	1966659	
17. ARCHIE		77826735
18. ARCHIE ANDREWS		77818389
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38. COSMO THE MERRY MARTIAN		77824677
39. DILTON	1602179	
40. DOTTY AND DITTO		77824784
41. FIESTA	1768556	

PART B, SCHEDULE I
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45. HILDA	1601650	
46. HOT DOG	1611189	
47. JACKPOT		85214903
48. JOSIE	2152642	
49. JOSIE AND THE PUSSYCATS		85320790
50. JUGHEAD	570560	
51. JUGHEAD	1791599	
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54. JUGHEAD JONES		77817609
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56. KATY KEENE		77824667
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65. MISS GRUNDY	1586716	
66. MLJ	4218566	
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73. PEP		85214937
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76. POP TATE	1613776	
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83. RIVERDALE PRODUCTIONS	2614519	

PART B, SCHEDULE I
TRADEMARKS/SERVICE MARKS

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110. THE JAGUAR	1441173	
111. THE MIGHTY CRUSADERS	1285236	
112. THE NEW ARCHIES	1542480	
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115. THE WEB	1766683	
116. TOP-NOTCH		85214932
117. VERONICA	1564500	
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120. VERONICA		85320819
121. VERONICA LODGE		77817648
122. WILBUR		77824779
123. YOUNG DR. MASTERS		77824805
124. YOUNG SALEM		77824845

PART B, SCHEDULE I
TRADEMARKS/SERVICE MARKS

Trademark:	Registration #:	Serial #:
125. ZELDA	1601649	
126. ZIP		85214908
127. COMIC BOOKS + CHILDREN		85290370
128. ARCHIE		85238291
129. BATS		77824857
130. BETTY		77826761
131. BETTY		85238301
132. DOUBLE ACTION STUDIOS		85153567
133. JUGHEAD		85238322
134. THE DOVER BOYS		77824898
135. VERONICA		85238310

157874

PART C, SCHEDULE I
COPYRIGHTS

N/A